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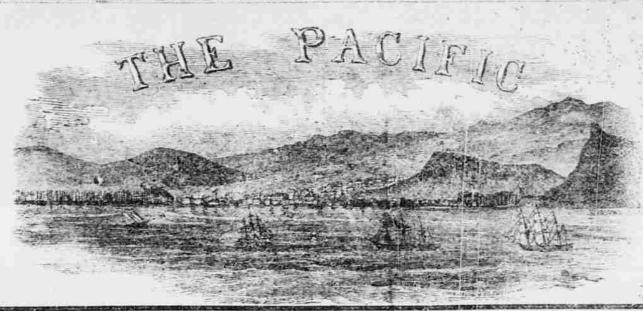
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VOL. XXVIII-NO. 29.

HONOLULU, HAWAHAN ISLANDS, JANUARY 12, 1884.

WHOLE NO. 1431.

SUPREME COURT-IN EQUITY

Before McCully, vice Chanceller.

His Excellency John M. Kapena, Minister of Finance:

BILL FOR INSUNCTION.

ral, and Mr. E. Preston for defendant. which the following is the substance.

Carriage Work, &c. as your orasors are informed and believe and so jan 1 Shop on King street, next to Castle & Cooke. St | aver on their information and belief new about to

> Mr. Neumann read the answer of which the following is a summary : Now comes the defendant John M. Kapena and

> inswering the bill of plaintiffs. Denies that he is now or at any time or ever or at all about to issue a large number, to-wit: One hundred and thirty thousand dollars or any number of Hawaiian Government Bonds purporting to be authorized by the Act mentioned in the complaint or described in the complaint or any other bonds whatsoever for certain or any silver coin not of the value of U. S. gold coin or its equivalent or of the value of 82 per cent. of U. S. gold coin or that he is now or any time or at all about to issu any bonds whatsoever authorized to be issued by law in any other manner or for any other moneys than is provided for by law. And defendant denies that he is about or intends or threatens or has intended or threatened to issue any of the bonds mentioned in the complaint for any other moneys or in any other manner than as is provided in said law, to-wit: "Not below par" and for gold coin of the U. S. or its equivalent. And defendant denies that he has refused to issue such bonds only for U. S. gold coin or its equivalent.

Wherefore the defendant prays to be hence dismissed without delay and that he have and recover from plaintiffs his costs in this behalf in-

is Minister of Finance, neither did it aver that the complainants had any interest in the matter before the Court. Mr. Hartwell argued that the averments of the bill were sufficient and would proceed to proofs. He asked the Attorney-General to now accept no-

solve or hold the injunction upon the denials made in the answer, and the old English rule, that the Banco Calendar. injunction should be dissolved upon the coming in of the answer, has been amended and modified, He considered the answer, in some particulars, to be contradictory and evasive, and at variance with the averments of the answer in the former Manda-

the Court in the Mandamus case. The answer in this case does not deny that defendant is about to receive silver worth about 82 per

cent. of U. S. gold coin. He contented that further testimony should be allowed. The Attorney-General again claimed that the nswer are responsive to the bill and are suffi-

Mr. Hartwell was of opinion that the answer ere, is consistent with the intention expressed in the answer in the Mandamus case, and the complainants desire to introduce testimony respecting that intention, the denial of such intention, made in the answer in this case, not being sufficient. The ground could be covered by the defendant amend-

The Attorney-General declined to make any mendment whatever in the answer. Mr. Hartwell said that if the Court will decide on the pleadings, that an injunction was necessary to restrain the Minister from issuing the bonds, the complainants will proceed no further as he believed it was English practice that where Mandamus or injunctions were applied for against high public officers no process was taken out. The Attorney-General said they would like to have His Honor's decision as soon as possible. The Court took time to consider its judgment and promised to render the same as soon as possi-

The Court adjourned at 11 A. M.

Monday January 7th, 1884. His Honor delivered the following judgment:

sworn answer directly and clearly denies all the equities of the bill; and rests his case.

The petitioners' controversy is that the answer mentative, and in some parts irresponsive. They refer to the answer in the matter of the mandamus between the same parties, decided by the Court on the 2d instant, wherein the respondent admitted coin and claimed that such issue conformed to the law; and say that his sworn answer in this case. denying that he ever or at all was about to make Always on hand a Large Stock of Rice, they being Agents such issue, conflicts with that answer. To which three Plantations. the Attorney-General replies that all the averments in the answer are to be taken to be of matters existing at the inception of this case; that since the answer in the first case was made, there has

> illegal; which now makes it impossible for the respondent to contemplate such issue. Looking at the answer in this case standing by

time when the Mandamus which had been imposed be intended. The respondent denies absolutely that he intends to issue bonds for certain or any according to his views of the law in respect to par value, equivalent to U. S. gold, etc, which were | commit robbery, overruled by the Court. His present answer must

take it as cited by petitioners' counsel in 2 Barbour's Chancery Practise, page 640. "An injunction will not be dissolved on the coming in of the answer, unless the defendants positively deny all the equity of the bill. And it seems that even when all the equity of the bill is denied by the answer, it is not a matter of course to dissolve the injunction, as the granting and continuing an injuction always rests in the sound

nature of the case. The statement of the defendant must be at least creditable. Any evasion in Act payable principal and interest in U. S. gold not responding to the charges in the bill, or an extreme improbability in the statement of the defendant, will induce the Court to retain the injunction. The per ioners allege, on information and belief, an intention to do a certain act. The respondent makes oath, broadly and particularly, that he has no such intention. The petitioners' counsel says that when respondent denies that he and unauthorized by law. And your petitioners | intends to issue bonds for coin of the value of 82 further aver that they have requested said defend- | per cent. of U. S. gold coin, he evades the ailega-

until further order of this said Chief Justice from | The statement of this respondent is "at least issuing such bonds of silver coins as aforesaid, or | credible." There is no "extreme improbability" in it. The Court will take the answer as declaring in good faith that the respondent is not about to alent and that process do issue according to the issue bonds in any other manner, or for any practice of this honorable Court directed to said other moneys, than is provided for by law," as

A. S. Hartwell for Complainants.

SUPREME COURT-JANUARY TERM

Monday, January 7th, 1884. published in the Elele Poakalu on the 19th day of December, 1883, reflecting on the Chief Justice, and said he considered the article a contempt of appear and show cause why he should not be punished for contempt of Court.

Kunana vs. Molaka, ejectment; Messrs. Smith

Mokuahi vs. Malia Alualu. Keplevin. Appeal from Intermediary Court, Mr. J. L. Kanlukou

defendant, appellant. Verdict for defendant, At 11:37 A. M. the Court took a recess. On resuming, the Court having been informed that the jury had made a mistake in their verdict, intending the verdict for Mokuahi, respondent, the jury supposing him to be the defendant. The Court ordered the jury to retire and bring in a proper verdict and they retired and brought in a verdict for Mohnahi.

John Robello vs. Wong Quing was placed on the

Tuesday, Jan. 8, 1884.

Mr. Dole moved for a default and the Court Mr. Whiting stated that Lee Loy was dead and that he (Mr. W.) had been appointed ad-

The Court referred the case to the Clerk and directed him to set a day for hearing. F. T. Lenehan et al assignees of Lee Chat vs.

Lee Loy, Mr. Ashford for plaintiff, Similar action taken to that in the former case, Ed. Hoffschlaeger & Co. vs. Wilhelm Meier et al, Assumpsit. Mr. E. Preston for plaintiffs.

ment to which the prisoner pleaded not guilty. ney-General and Mr. W. A. Whiting, Deputy. for the Crown. The prisoner was undefended.

The Attorney-General presented an indictment charging the prisoner with larceny of \$100 from a mail bag on board the S. S. Likelike whilst on a voyage from Maui to Honolulu. Twelve witnesses for the Crowu were called.

all that had been testified against him. The Attorney General in addressing the jury said he did not purpose arguing this case as the prisoner was undefended, but he would point out that the crime which had been committed was of no ordinary character. It was not a robbery from one person, but a robbery from the Government, in which we are all interested. After a brief address he left the matter in the hands of the jury.

His Honor summed up briefly, showing that it had been clearly proved that the money was put in the mail bag at Wailuku and that the bag was intact when put into the boat at Maalaea Bay. The circumstances also left no doubt that the robbery took place on board the vessel, and that the prisoner was the person who cut open the bag.

turned a verdict of guilty, one juror dissenting. Sentence reserved. Wednesday, January 9, 1884.

The King vs. Sam Kelly. Assault with intent to commit robbery. Mr. W. Austin Whiting and Mr. W. O. Smith for the Crown.

Three witnesses were called on the part of the prosecution, and one for the defense. The defendant also made his own statement. After address by counsel and a charge by His Honor, the jury retured a verdict of not guilty, three dissenting. Kamoa. convicted of larceny on the previous

Supreme Court, 1884.

MR. JUSTICE MCCULLY. PPESIDING.

The King vs. John Clement. Larceny. The Atits equivalent, or that he is now or any time or at | torney General for the Crown. Messts. W. B. all about to issue bonds except as authorized by | Castle, John Russell, and C. W. Ashford for defen-

His Excellency Paul Neumann, Attorney Gene. That statute has now been interpreted by this General for the Crown. Mr. John Russell for the

HAWAIIAN JURY, CIVIL CASES.

Kuaana vs. Molaha. Ejsetment. Messrs. Smith and Thurston for plaintiff. Mr. J. L. Kaulukou for defendant. Mohuahi vs. Malea Alualu. Replevin, appeal

from Intermediary Court. Anahiwa, w., et al vs. Kanekoa, k. Ejectment. Mr. F. M. Hatch for plaintiff. Kahele Kapihe vs. Malapi et al. Ejectment. Mr. Cecil Rrown for plaintiff. Mr. W. A. Whiting

for defendant. J. Hoolamia vs. Maria Kalule. Ejectment. Mr. | taxation of the ten table and breakfast table," S. B. Dole for plaintiff. Kekipi, w., et al vs. Mamahoe. Ejectment. Mr. W. L. Holokahiki for plaintiffs. Mr. J. L. Kaulu-

kou for defendant. G. W. Pilipo vs. Kamahana, Assumpsit, Appeal from the Intermediary Court. Mr. J. L. Kaulukou for plaintiff, respondent. Mr. John Russell for defendant, appellant.

MIXED JURY CASES. Mr. W. A. Whiting for plaintiff. Mokubia vs. Wm. McCandless. Assumpsit. Ap-

kon for plaintiff, appellant. Mr. F. M. Hatch for defendant, respondent. W. H. Holmes vs. Makalua. Trespass. Appeal from District Indge of Hamakus, Hawaii. Stephen Spencer vs. M. K. Maikai. Assumpsit. Messrs, Smith and Thurston for plaintiff. Mr. J.

A. Nahaku for defendant.

FOREIGN JURY, CRIMINAL CASES.

The King vs. Ah Lee. Assault on a female child. The Attorney General for the Crown. Mr. John Russell for the defendant. General for the Crown. Messrs. Smith and Thurs-

ton for the defendant. Thurston for the defendant.

FOREIGN JURY, CIVIL CASES. W. S. Akana. Assumpsit. Mr. C. W. Ashford for plaintiff. Mr. E. Preston for defendant. Arthur C. Turton vs. H. Hackfeld. Assumpsit. Mr. E. Preston for plaintiff. Messrs. Smith and

Thurston for defendants. The Court ordered that said Daniel Lyons be | G. Awana vs. Ah Hong, Assumpsit, Mr. C. cited to appear on Saturday next, the 12th in- Brown for plaintiff. Mr. E. Preston for defend-Heeia Sugar Co. vs. Anin et al. Trespass. Mr

> J. F. Hackfeld et al, assignees of Chang Faa, vs. Lee Loy. Assumpsit. Mr. S. B. Dole for plaintiff

F. T. Lenehan & Co. et al, assignees of Lee Chat vs. Lee Loy. Assumpsit. Mr. C. W. Ashford for for plaintiff, respondent. Mr. S. W. Mahelona for George L. Kenway vs. Charles Notley. Eject- England cotton fabricators and to the Pennsyl-

ment. Messrs. Smith and Thurston for plaintiff. Mr. F. M. Hatch for defendant. Hecia Sugar Co. vs. John McKeague. Assump-sit. Messrs. Paul Neumann and E. Preston for plaintiff. Mr. J. M. Davidson for defendant.

Wm. G. Irwin & Co. vs. Monting. Assumpsit. Mr. F. M. Hatch for plaintiff. Mr. E. ff. Ward John Robello vs. Wong Quing. Summary proceedings. Appeal from Police Justice of Honolulu. Mr. Cecil Brown for plaintiff, respondent. Mr. John Russell for defendant, appellant. Luk Sang vs. Chas Notley. Covenant. Messrs. Smith and Thurston for plaintiff. Mr. F. M. Hatch for defendant.

Ed. Hoffschlaeger & Co. vs. Wilhelm Meier & Co. Assumpsit. Mr. E. Preston for plaintiffs.

Her Majesty Queen Dowager Emma vs. Commismissioners of Crown Lands. Ejectment; Writ of error. Messrs W. R. Castle for Plaintiff, respondent. Mr. E. Preston for Defendant, appellants. Maikai et al vs. Hastings & Co. Appeal from mmissioners of Water Rights. Messrs. F. M. Hatch and Cecil Brown for Defendants, appellants, Mr. J. A. Nahaku for Plaintiffs, respondent. J. F. Hackfeld et al vs. Ing Choy. Equity peal. Mr. R. F. Bickerton for Plaintiff, respondents. Mr. Cecil Brown for Defendant, appellants, Mahukaliilii vs. Hukaalani Hobron et al. Eject-

ment. Exception. Mr. W. R. Castle for Plaintiff for Defendants, respondents. W. M. Gibson, President of the Board of Health. vs. steamship Madras. Admiralty appeal. The Attorney-General and Mr. F. M. Hatch for appellant. Messrs. E. Preston and C. Brown for re-

Loo Chit Sam vs. Wong Kim. Appeal from Commissioner of Water Rights. Messrs. F. M. Hatch and J. M. Monsarrat for Plaintiffs, respondents. Messrs. Smith & Thurston for Defendant, The King vs. Mahukaliilii. Forgery and uttering. Exception from Third Circuit Court. The Attorney-General for the Crown. Mr. W. C. Jones

for Defendant, appellant. Kelukanakaole vs. Kawaa et al. Equity appeal. Mr. R. F. Bickerton for Plaintiff, appellant. J. L. Kaulukon for Defendant, respondent. H. H. Ruth Keelikolani vs. Commissioners of Crown Lands. Ejectment, exceptions. Mr. A. S. Hartwell for Plaintiff, respondent. Mr. E. Preston for Defendants, respondents. There are thirteen Divorce cases on the calendar,

POLICE COURT.

Saturday, Jan. 5th, 1884. Mrs. Hoopii charged with deserting her hus- Calendar for the Year; an Official and Business Director, band, entered a plea of guilty, and being her third of Honolulu, together with offense of the same nature, she was sentenced to FULL STATISTICAL AND GENERAL IN 30 days imprisonment at hard labor. Cost \$3. Kanakaole, charged with assault and battery, was again remanded until the 10th instant. Three minors pleaded guilty to the larceny of

\$92 for which they were committed to the Reform- business men will find it an excellent medlum for adatory School during their minority. Kenamo and Ana (w) were charged with assault The jury retired and after a brief absence re- and battery on Hoopii (w), were remanded until Our authorized Agent for receiving advertisements, will Wednesday next. Kawiki, on a plea of guilty to disorderly conduct

was sentenced to 48 hours' imprisonment at hard

Civil Summary Court. BEFORE POLICE JUSTICE BICKERTON.

Monday, January 7th, 1884. E. O. Hall & Son vs. Sam Kaula. Assumpsit for SITUATED ON MAKAI SIDE OF BERETANIA Street (the property of MR. LUK SANG), near the \$19.15. Judgment confessed for amount claimed. J. Emeluth & Co. vs. Sam Kaula. Assumpsit for \$40. Confessed as before. J. E. Wiseman vs. W. T. Macdonald. Balance Six other eases continued and four withdrawn, nis-sm

Since Congress reduced the duties on sugar by its Tariff Act of last session it has often been remarked that we stand in quite as much danger of having the Reciprocity Treaty made worthless by the entire remission of these duties as by the direct abrogation of the Treaty. The S. F. Chronicle recently took up the cudgels for the sugar producers, not with any intention of assisting our cause we may be sure. In fact the and spiteful remarks about Hawaii, most

of which we omit in the following extract: "A Washington paper arges on Congress a reduction of the duty on sugar to the extent of \$50,000,000. That means the placing of sugar, with tea and coffee, on the free list, for \$50,-000,000 is about the whole amount of duty collected for the last fiscal year on sugar imports. A few years ago tea and coffee were dutiable imperts. Some short-haired women and longhaired men in New England, New York and | BORT LEWERS Ohio, raised a long outery against this "indirect as they called it; and Congress in a too generous moment, placed ten and coffee on the free list, in the foolish expectation, that to the extent of the revenue derived from these articles, they would be cheapened in price to the consumers here. It is not necessary to say that this expectation was never realised. Everybody knows that no reduction took place in the price of tea Labor Contracts for the District of Wallukn. jan 181 ly and coffee, to the American consumers, because Samuel Staines vs. Lambert & Co. Assumpsit. of the abrogation of some \$17,000,000 to \$19,-000,000 customs duties thereon. The foreign exporters got the whole benefit of it by simply peal from Intermediary Court. Mr. J. L. Kaulu- raising the foreign prices of tea and coffee. If may one thinks the same thing would not be repeated with deference to sugar, should that articles also be placed on the free list, he is mis-

"If, then, it is clear from experience that the and the Phillipine Islands. The stake at issue appellant. Messrs. C. Brown and R. F. Bickerton | in the ultimate production from our own soil of all the sugar we consume, and this means a yearly value at the average for refined and unrefined of \$200,000,000 now and double that amount (wenty years from this date A nation -a Congress-that would fling away such a stake without corresponding benefits to the consumer and at a cost of \$50,000,000 a year to the revenue, is on the highway to ruin, and hopeless of the popular support when the people once come to an understanding of the sub-

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AT CHAMBERS. Wm. R. Castle, S. B. Dole and W. O. Smith vs.

January 5th, 1884.

Mr. A. S. Hartwell for plaintiffs. Mr. Hartwell read the prayer for injunction, of

That your petitioners are residents, citizens and tax payers in said Honolulu, and as such are entitled to the relief heinafter prayed; that John M. Kapena. Minister of Finance, defendant hereto is, issue a large number, to wit; one hundred and thirty thousand dollars, of Hawaiian Government Bonds purporting to be authorized by the Act entitled an Act to authorize a national loan, and to define to what uses such loan shall be devoted, approved on the fifth day of August, A. D. 1882, said bonds being by their terms and pursuant to said coin or its equivalent; and that said defendant is about to issue said bonds for certain silver coins not of the value of U.S. gold or its equivalent, but only of about 82 per cent of the value of U. S. gold coin, wherefore your petitioners submit that such proposed issue of said bonds would be illegal

its equivalent, and that he refuses to accede to such request. Wherefore your petitioners pray that an injuncconnected with these Islands

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until further order of this said Chief Justice from
The six tion do issue out of this honorable Court directed with his several denials that he intends to violate defendant and summoning him to appear and show cause why such injunction shall not be made | porary writ granted ex parte writ dissolved. permanent, and your petitioners further pray for such further relief as may be appropriate.

> He (Mr. N.) claimed that on the pleading he was entitled to have the writ vacated. He further defendant did likewise. claimed that the bill did not aver that defendant

tice to produce a certain contract.

The Attorney-General contended that any contract made by the Minister is immaterial, as he avers under oath that he is not about to issue bonds contrary to law. He further claimed that the writ be vacated on the pleadings. Mr. Hartwell argued that he had the right to put in testimony or affidavits against the answer. It is discretionary with the Court whether to dis-

The Attorney-General objected to any reference being made to former cases, as in this case the Minister has based his acts upon the decision of Mr. Hartwell proceeded to compare the answer in this case with the answer in the Mandamus case.

pleadings end the case. The averments of the

Upon the foregoing pleadings, the respondent claims that the bill should be dismissed and the temporary writ vacated, for the reason that the

does not so meet the bill, but is evasive, arguthat he was about to issue bonds for certain silver been a decision of the Court pronouncing an issue of bonds, for the equivalent then proposed, to be

Looking at the answer in this case standing by day, was sentenced to 2 years' imprisonment at itself, and considering that the information and hard labor and ordered to pay the costs, taxed at belief of the petitioners, as to the Minister's | \$69 25.

intended act, must relate to and from after the Calendar for the January Term of the The Sugar Duties in the United States. on the respondent was dissolved; it appears to meet clearly and to deny fully the act charged to silver coin not of the value of U. S. gold coin or law. By the pleadings the law must be taken to dant. mean specially the Loan Act of 1882. Ch. XXIX-, The King vs. Kamos. Larceny, ? The Attorney Court. There spondent in that case made answer | defendant.

be taken to be according to the law as it has since been determined by judicial authority.

The law as to the dissolution of injunction upon answer does not seem to be in controversy. I will

discretion of the Court, to be governed by the

tion that he is about to issue them for coin of ant to issue said bonds only for U. S. gold coin or about 82 per cent. I cannot think that by such refinement and casuistry one of the King's Ministers, answering by the advice of the Attorney-General and other responsible counsel, attempts to impose upon the Court, in violent inconsistency

> LAWRENCE McCully, J. Paul Neumann, Attorney-General, and E. Preston of Counsel, for Defendant.

The bill is therefore dissmissed and the tem-

At the opening of the Court, the Attorney-General called the attention of the Court to an article Court and moved the Court to make an order citing Daniel Lyons, the publisher of said paper, to

and Thurston for plaintiff, Mr. J. L. Kaulukou for F. M. Hatch for plaintiffs. Mr. J. L. Kaulukou defendant. Defendant filed a confession of judg- for defendants. In the case of Hoolaina vs. Maria Kalulu, the

Anihiwa vs. Kanekoa. Ejectment. Defendant confessed judgment. J. F. Hackfeld et al assignees of Chung Faa vs. Lee Loy, Assumpsit. Mr. S. B. Dole for

Plaintiffs filed a discontinuance. The King vs. Sam Kelly. Assault with intent The Attorney-General presented the indict-The King vs. Kamoa. Larceny. The Attor-

The prisoner made a statement contradicting

Mr. J. L. Kaulukou for the defendant.

HAWAHAN JURY, CRIMINAL CASES.

The King vs. Sam Kelly. Assault with intent to | article contains several untrue statements

consumers of sugar would not gain anything Kela et al vs. John H. Paty. Ejectment. Mr. and probably lose by the placement of this ar-John Russell for plaintiff. Mr. W. R. Castle for | tiele on the free list, and that the Government would certainly throw away \$50,000,000 of its yearly revenue, the argument is conclusive against the policy proposed by the Washington paper, But this is not the whole of the argument against it. The home The King vs. Ah Lin, Perjury. The Astorney producers of sugar, whether from cane in Louisiana and Texas, sorghum in the Western States and some of the Eastern, or The King vs. Ah Wong. Perjury. The Attor | beets in California, are as much entitled to the ney General for the Crown. Messrs, Smith and benefit of protection as the makers of iron and steel machinery in Pennsylvania, of cotton and woolen goods in New England and Georgia and F. T. Lenchan & Co., assignees of Lee Chat vs. of other wares, as boots and shoes, hats, carpets, silks, etc., in most of the manufacturing towns of the Middle, Western, Southern and Pacific States. It will not do to reply to this that sugar cannot be made to supply a fourth of our dethe Republican and protection papers of Pennsylvania are now saying. We remind them that the policy of protection was inaugurated half a

production in the United States does not and mand for that article. This is what some of DRUGGISTS & TOBACCONISTS! century ago, when all our manufactures were feeble and the foreign imports of manufactured article at a higher ratio by comparison with the home production than imported sugar now is to the home production of that article. The protective policy stepped in and said to the New vania iron and carpet producers, "you shall have protection against the cheap labor and enormous capital of Europe." And they got it and it built them up to the wealthy and powerful position they now hold. We remind these papers also that fifty years ago France and Germany made even less sugar than America does now, and that now they not only make enough for home consumption, but they have sufficient surplus to send England last year twoindustry to the farmers of New Jersey, Illinois, Kansas and other States than the raising of wheat, corn, or any other staple crops. But if sugar is to be put on the free list, this rising and hopeful industry must inevitably perish, and with it all sugar production in Lousiana and Texas from cane as well, for it is not possible that American labor can compete on equal terms with the slave labor of Hawaii, Cuba Brazil, and the still cheaper coolie labor of India

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prospectus, etc., and solicit their orders. Honolulu, 26th November, 1883.

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